

REVISED

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
C/R/ International, L.L.C.	Government of Ethiopia

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See response to question #1

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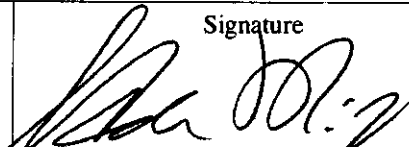
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to question #1

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

C/R International will provide services to the Government of Ehtiopia on public relations, government affairs, strategic counsel, promotion of trade and investment, and assistance on special projects as requested. In so doing, the registrant will seek to promote the Government of Ethiopia's commercial and political relations with the United States.

Date of Exhibit B	Name and Title	Signature
September 26, 2000	Stephen F. Riley Managing Member	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

C/R INTERNATIONAL, L.L.C.

1150 SEVENTEENTH STREET, N.W.
SUITE 406
WASHINGTON, D.C. 20036
202/331-4151
FAX: 202/861-6490

CONTRACT

This contract is entered into on May 1, 2000 between C/R International, L.L.C. and the Government of Ethiopia (hereafter referred to as Client).

C/R and Client agree as follows:

1. RETENTION.

(a) Services. Client retains C/R to provide services on public relations, government affairs, strategic counsel, promotion of trade and investment, and assistance on special projects as requested by Client. Specifically, C/R will assist the Client in the key areas of improving US-Ethiopia bilateral relations, and enhancing relations with Congress and the media.

(b) Term. This contract shall be effective for the twelve-month period beginning May 1, 2000 and ending April 30, 2001. This contract may be extended or renewed at the end of that term by written mutual consent of the parties. Either party to this contract may terminate it, with or without cause, by giving thirty (30) days prior written notice to the other party.

(c) Fee and Expenses. For services rendered, Client shall pay C/R an annual fee of \$330,000.00. [This fee includes all normal operating expenses e.g., materials development, travel, etc. Extraordinary expenses that relate to special projects would be discussed with and approved by Client in advance and on a case-by-case basis. Client will reimburse C/R for such extraordinary expenses within fifteen (15) days of receipt of an invoice.]

(d) Billing. Client will pay C/R the annual fee upon receipt of an invoice and will reimburse C/R for extraordinary expenses per subsection 1 (c) upon receipt of an invoice.

2. CONFIDENTIALITY.

Client may designate as confidential any information that it provides to C/R under this Contract. C/R shall not disclose such information without Client's permission. C/R may disclose confidential information required by applicable law or judicial administrative order.

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3. **PERFORMANCE AND APPROVALS.**

Representatives of C/R and Client shall meet as frequently as either party deems necessary to review performance of their respective obligations hereunder. Client shall have the sole responsibility for authorizing and approving the scope and content of all services provided by C/R.

4. **ACCURACY OF INFORMATION.**

Client shall be solely responsible for the accuracy, completeness, and legal compliance of all information about Client that Client either provides to C/R or approves in connection with C/R's performance of its obligations under this Contract.

5. **MISCELLANEOUS.**

(a) **Notices.** All notices required under this Contract shall be given in writing by personal delivery, telecopy (with confirmation of receipt), or certified mail (return receipt requested), addressed to C/R International, L.L.C., 1150 17th St. NW, Suite 406, Washington, DC 20036, Attention: Robert J. Cabelly; and to Client at the address set forth below. Notice by personal delivery or telecopy shall be effective when received and notice by certified mail shall be effective when deposited in the mail.

(b) **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) **Amendment.** This Contract may be amended only in writing executed by each of the parties hereto.

(d) **Entire Agreement.** This Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between C/R and Client.

(e) **Governing Laws.** This Contract shall be governed by and construed under the laws of the United States.

(f) **Assignment.** This Contract may not be assigned by either party without the prior written consent of the other party.